

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.71 OF 2004
IN
SUMMARY SUIT NO.702 OF 2003

R.Mohanlal & Co. ..Plaintiff.

Vs.

Bhojwani Hotels Pvt. Ltd.
& Ors. ..Defendants.

Mr.sanjay Jain i/b.Ramesh jain & Co., Advocate for
the Plaintiff.

Mr.S.R.Mishra, Advocate for the Defendants.

CORAM: S.J.VAZIFDAR, J.
DATED: 18TH JANUARY, 2005

P.C. :

The suit is filed on a Bill of Exchange dated 20.4.1998. Defendant No.1 is the drawer and Defendant Nos.2 and 3 are the acceptors of the Bill of Exchange. Defendant No.1 issued a cheque dated 31.5.2000 towards repayment of the said amount. The same was dishonoured. There is no reply to the Plaintiff's Advocate's notice of demand.

2. In the circumstances, there is no defence whatsoever to the suit. However, an application is made for adjournment of the Summons for Judgment against Defendant Nos.2 and 3.

3. In the circumstances, Summons for Judgment is made absolute against Defendant No.1 with costs. Interest after the date of the suit shall be at 12% per annum.

4. Summons for Judgment is allowed to be withdrawn as against Defendant Nos.2 and 3 with liberty to file a fresh Summons for Judgment after amendment of the plaint to plead the saving of the bar of limitation against Defendant Nos.2 and 3, if any.

5. The Plaintiff is at liberty to withdraw the original documents upon furnishing in lieu thereof, certified copies, authenticated by the Plaintiff's Advocate.

Refund as per rules.

For the purpose of refund, all parties including the Prothonotary and Senior Master to act on an ordinary copy of this order duly authenticated by the Associate/Court Stenographer.